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DOROTHY BROWN
CIRCUIT CLERK
COOK COUNTY, IL
2019L005132

IN THE CIRCUIT COURT OF COOK COUNTY
COUNTY DEPARTMENT, LAW DIVISION

ROBERT M. GARBER and)
RMG SPORTS GROUP, LLC)
d/b/a RMG BASEBALL, LLC)

5011663

Plaintiffs,)

vs.)

Case No.: 2019L005132

MERRILL LYNCH, PIERCE, FENNER)
& SMITH INC.)

JURY DEMANDED

and)
BRUCE LEE, individually)

Defendants.)

COMPLAINT

Plaintiffs ROBERT M. GARBER and RMG SPORTS GROUP, LLC d/b/a RMG
BASEBALL, LLC, by and through their attorneys, KONICEK & DILLON, P.C., for their
Complaint against Defendants MERRILL LYNCH, PIERCE, FENNER & SMITH INC. and
BRUCE LEE, an individual, state as follows:

PARTIES

1. Plaintiff RMG Sports Group, LLC d/b/a RMG Baseball, LLC ("RMG") is a Florida limited liability company.
2. Plaintiff Robert M. Garber ("Garber") is the President of RMG, a certified Player-Agent with the Major League Baseball Players Association ("MLBPA") and a member of the Illinois State Bar.

3. Defendant Merrill Lynch, Pierce, Fenner & Smith Incorporated (“Merrill Lynch”) is a Delaware Corporation with its principle place of business in Charlotte, North Carolina. Merrill Lynch does business and has an office located in Cook County, Illinois.

4. At all relevant times, Defendant Bruce Lee was an Illinois resident working in Cook County, Illinois.

5. At all relevant times, Defendant Bruce Lee was employed by Merrill Lynch to provide financial advising and wealth management services at Merrill Lynch’s Chicago office.

JURISDICTION AND VENUE

6. This Court has jurisdiction over Defendants pursuant to 735 ILCS 5/2-209.¹

7. Venue is proper in this Court pursuant to 735 ILCS 5/2-101(1).²

FACTS COMMON TO ALL COUNTS

A. RMG and Garber’s Contract with JD Martinez

8. At the end of the 2017 Major League Baseball (“MLB”) season, star outfielder JD Martinez was one of the premier baseball players set to become a free agent during the impending offseason.

9. Throughout 2017, Plaintiffs Garber and RMG provided agent representation for Martinez, just as Plaintiffs had provided to Martinez since 2010.

10. In October 2017, Martinez and Plaintiffs were contractually bound by a Representation Agreement for one (1) year that Martinez signed on April 13, 2017.

¹ Defendants actions submitted them to this court’s jurisdiction under 2-209(a)(1)-(3). This Court is also allowed to exercise jurisdiction against Defendants via 2-209(b)(4).

² As a foreign corporation authorized to transact business in Illinois, defendant Merrill Lynch is a resident of Cook County, Illinois under 2-102(a).

11. The 2017 Representation Agreement was for a period of one year, from April 13, 2017 to April 13, 2018, and named RMG as Martinez's "exclusive single representative for all baseball related matters including, but not limited to, contract negotiations... [and] free agency[.]" (Representation Agreement, **EXHIBIT A**, at ¶ II).

12. Under the 2017 Representation Agreement, Martinez also agreed "to pay RMG, as compensation for contract negotiations, five percent (5%) of the Player's gross baseball related income." (**Ex. A**, at ¶ III).

13. Gross income under the 2017 Representation Agreement was defined "as income before payroll deductions, e.g. income tax and social security." (**Ex. A**, at ¶ III).

14. Thus, the benefit of the bargain for RMG and Garber under the 2017 Representation Agreement was 5% of the Martinez's 2017 salary, as well as the privilege to negotiate Martinez's free agency contract following the 2017 season, for which RMG and Garber would receive 5% of the amount of Martinez's new contract.

15. During the 2017 season, JD Martinez flourished for the Detroit Tigers and Arizona Diamondbacks, with 45 home runs in less than 120 games played and leading the Major Leagues in slugging percentage.

16. Accordingly, Martinez was projected to enter into a contract worth between \$100 million and \$200 million during the 2017 offseason. Under the Representation Agreement, Plaintiffs would benefit from their bargain with Martinez by earning 5% of that new contract's amount through their representative services.

B. Bruce Lee and Merrill Lynch's Relationship with JD Martinez through Garber

17. In or around March 2016, Garber introduced Martinez and several other clients to Merrill Lynch employee Bruce Lee. Lee was not only a family friend of Garber, but Garber had also personally invested with Lee. Garber believed Lee was a loyal friend and business man.

18. Garber, believing Lee was loyal, introduced Martinez and other clients to Lee so that they could benefit from Lee and Merrill Lynch's wealth management services and expertise.

19. Lee and Merrill Lynch were subsequently hired by Martinez.

20. At all times relevant, Lee and Merrill Lynch were still providing wealth management services for Martinez and other Plaintiffs' clients.

C. Bruce Lee Interferes with the 2017 Representation Agreement

21. As the 2017 MLB free agency period approached, agent Scott Boras began to make efforts to lure Martinez into breaking his contract with RMG.

23. At the same point in time, Lee learned that Scott Boras was attempting to lure Martinez from RMG.

24. Lee asked his staff to research Scott Boras.

25. Lee learned from his staff's research that Boras represented many professional baseball players who earned over \$100 million.

26. Upon learning of Boras' impressive book of clients, Lee decided to grab an opportunity to get a foothold into the lucrative list of baseball clients represented by Scott Boras by using Martinez as his bait.

26. In order to gain access to Boras' book of clients and thereby obtain a host of new, wealthy clients for himself and his employer, Merrill Lynch, Lee began a secret scheme to influence Martinez to drop RMG and sign with Scott Boras.

27. In late October 2017, mere days before MLB free agency began, Lee had several phone conversations with Martinez.

28. In those phone conversations, Lee told Martinez to terminate his contractual relationship with RMG and Garber, telling Martinez, among other fabrications, that Bob [Garber] is done, Bob [Garber] is a hack and that Bob [Garber] will sell him short.

29. Lee told Martinez that he should sign with Scott Boras instead.

30. When Lee made these statements to Martinez, he knew Martinez would be influenced by his advice and comments, as Martinez trusted Lee.

31. Lee advised Martinez to terminate his contract with RMG and Garber for his and his employer Merrill Lynch's pecuniary gain through potential referrals from Scott Boras and access to Boras' book of clients.

32. Shortly thereafter, on October 31, 2017, Martinez terminated the 2017 Representation Agreement and terminated his relationship with RMG and Garber. Martinez then signed with Scott Boras, and Boras negotiated Martinez's free agent contract during the 2017 offseason.

33. Shortly after Martinez signed with Boras, Lee's plan worked and he secured a meeting with the Boras Corporation in Newport Beach, California in November 2017 to discuss possible referrals for Lee's financial advisor services.

34. On or about February 19, 2018, Martinez signed a contract with the Boston Red Sox that will earn him \$110 million total from 2018 through 2022. Rather than receiving 5% of that contract, Plaintiffs received nothing.

COUNT I – TORTIOUS INTERFERENCE WITH CONTRACTUAL RELATIONS

35. Plaintiffs incorporate and allege Paragraphs 1 through 34 as though set forth more fully herein.

36. A valid contract existed between Plaintiffs and JD Martinez in October 2017.

37. Plaintiffs had a contractual expectation to represent Martinez in his free agency negotiations and earn 5% of the contract that Martinez earned in free agency.

38. Lee knew that Plaintiffs and Martinez had a contract for Plaintiffs to provide sports agent services to Martinez in exchange for a portion of Martinez's earnings.

39. Lee intentionally and unjustifiably induced Martinez to terminate his contract with Plaintiffs.

40. As a direct and proximate result of Lee's tortious interference, Martinez terminated his contract with Plaintiffs.

41. As a result, RMG and Garber lost significant amounts of money and will continue to suffer future economic damages, lost future clients, will continue to suffer damage to their reputation, and lost profits.

WHEREFORE, for all of the foregoing reasons, Plaintiffs RMG SPORTS, INC. and ROBERT M. GARBER request that this Honorable Court enter a judgment in their favor and against Defendants in a compensatory amount to exceed \$50,000, and punitive damages, and for such other and further relief as this Court shall deem just and proper.

COUNT II – TORTIOUS INTERFERENCE WITH CONTRACTUAL RELATIONS

42. Plaintiffs incorporate and allege Paragraphs 1 through 41 as though set forth more fully herein.

43. A valid contract existed between Plaintiffs and JD Martinez in October 2017.

44. Plaintiffs had a contractual expectation to represent Martinez in his free agency negotiations and earn 5% of the contract that Martinez earned in free agency.

45. Merrill Lynch, through their employees, Lee and his staff, knew that Plaintiffs and Martinez had a contract for Plaintiffs to provide sports agent services to Martinez in exchange for a portion of Martinez's earnings.

46. Merrill Lynch, through its employee, intentionally and unjustifiably induced Martinez to terminate his contract with Plaintiffs.

47. As a direct and proximate result of Merrill Lynch's employee's tortious interference, Martinez terminated his contract with Plaintiffs.

48. As a result, RMG and Garber lost significant amounts of money and will continue to suffer future economic damages, lost future clients, will continue to suffer damage to their reputation, and lost profits.

WHEREFORE, for all of the foregoing reasons, Plaintiffs RMG SPORTS, INC. and ROBERT M. GARBER request that this Honorable Court enter a judgment in their favor and against Defendants in a compensatory amount to exceed \$50,000, and punitive damages, and for such other and further relief as this Court shall deem just and proper.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Dan", written over a horizontal line.

Attorneys for Plaintiffs

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